COUNTY OF BUTTE
REQUEST FOR PROPOSALS
Neal Road Recycling and Waste Facility Solid Waste Management System
Butte County Public Works
7 County Center Drive
Oroville, California 95965

INTRODUCTION

The County of Butte is seeking a firm to provide a landfill solid waste computerized management system for weighing, ticketing and reporting for the NRRWF (Neal Road Recycling and Waste Facility) for the County of Butte Public Works.

Butte County intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected contractor.

BACKGROUND

The NRRWF processes between approximately 600 – 1,000 tons per day. Transactions are currently limited by permit to 600 vehicles per day. The NRRWF has two scales for inbound traffic (one public and one unattended commercial scale). RFID (radio frequency identification) cards are issued to commercial vehicles for use on unattended scale. Vehicles are not currently weighed outbound, but there are plans to install a third scale for outbound weighing. Tickets printed on public scale are printed on 3-copy carbon copy via an impact printer. Tickets printed on commercial scale are done on a single-page thermal ticket printer.

The current solid waste management system is *PC Scale* and resides on Machine #1 (both application and database) on a county network (see reference in Attachment IV). The NRRWF configuration primarily consists of a 1000 mbps local area network (LAN) with three PCs (one for each scale and one for the office manager to run reports). Other office computers exist on the same LAN, which may occasionally access the PC Scale system for reporting purposes. A Windows 2003 server is located at the local NRRWF administrative office and is used for file, print, and backup services. A reporting/billing server running Windows 2000 Server exists at the main administrative office and is connected to the NRRWF via a T-1 line across the wide-area-network (WAN). This Windows 2000 Sever hosts a manually replicated database (SQL Server 2000) of the data on Machine #1. Customer billing is performed on this replicate database.

For current network information, including server and PC structure, please see Attachment IV (subject to change).

Currently: The system provides client tickets which are posted to invoices twice a month. The invoices are matched to tickets and mailed. Revisions or corrections are not permitted after posting. Payments are posted by invoices (some customers pay by ticket). The payments have to be matched manually and then posted proportionately as needed to accounts in database. Late fees are posted once (even though the system's reports sometimes suggest more often). Late fees only show up on statements. Statements are created and then posted to be printed. A work around is to create and then reprint statement for mailing. The system provides access to tickets and review for posting and printing. Corrections can not be made after ticket has been posted to Invoice. A revised invoice can not be issued for billing purposes. We have client history going back to 2003. This is useful for determining client payment patterns and errors. The only connectivity the current system seems to have is to Excel or a spreadsheet program

Current issues:
Issues with the current system include but are NOT limited to the following:

- The current system runs slow when additional persons connect to the main Scale House Machine #1 where the primary database resides.
- Only three people can connect to the system at a time, which has caused conflict at times.
- The Transfer of data from Machine #1 to the replicate database server is manual, slow and inefficient.
- Negative box weights are allowed, which undercharges customers at point of sale.
- 3-copy ticket printing is inefficient and expensive especially on impact printer technology

SCOPE OF SERVICES

Overview:
The County anticipates that the vendor selected for this project will provide a landfill solid waste management system (System) complete with software, hardware, training, support and upgrades as needed. The County anticipates using System for its customer billing / AR functions conducted at the County Public Works office located offsite. Landfill solid waste management system shall support two attended scales and one un-attended scale at a minimum. System shall support weighing inbound and outbound vehicles which do not have tare weights stored in the system. System shall have the ability to support credit card transactions.

General Requirements:
System shall support scale house PCs for customer transactions and allow for at least five other computers/users to connect to system for data review, report generation, and billing functions. Proposal should also provide a handheld device for processing overflow customers during high traffic periods. Handheld device should communicate with scale house system to sequence ticket numbering on a real time basis and at a minimum be capable of producing tickets for flat rate transactions with ability for add on charges for additional unit items (i.e. bulky items, refrigerators, etc). The System and its configuration shall be optimized for performance and usability considering all computer systems and network resources. Replication to reporting/billing server should be streamlined, automated, and efficient. Weather and conditions have caused instable power and connections. System in general should be self-sufficient and operate locally within the scale house in the event it is disconnected from the LAN and/or WAN.

Propose OPTIONS and prices for replacement or addition of computer workstations, server, or related computer system components along with recommended specifications. County reserves option to purchase such equipment outside of proposal. Include any recommended changes to computer systems infrastructure to improvement system performance and efficiency.

The proposal should address use of existing 100-150 RFID cards and card sensing system (including printer, transponder, etc.). If the existing card sensing system is not compatible with new the System, propose replacing the hardware. If the current card sensing system is compatible with the vendor's System, propose replacing the card sensing system as an OPTIONAL price (County may or may not decide to replace)

System should be adaptable to changing technology and needs. More specifically the system should be compatible with leading industry software such as Microsoft Windows 7, Windows Server 2008, Office 2007/2010, SQL Server 2005/2008, etc. where applicable.

Proposal should include recommendations for minimizing paper shuffling. Upon network connectivity, the system should be able to resume its functions and synching processes normally.

Other requirements:

1) Negative balances (on tickets) should not be permitted.
2) System should include a correction module which lets you correct errors and re-bill.
3) We should be able to match codes to vendors to type of materials. Tags for duplicate billing should be flagged by systems.
4) The newer systems should be able to link to other applications such as spreadsheets, word processors, specialized accounting packages and other reporting features.
5) We should be able to export reports to printer, word processor, or spreadsheet from within software for convenient printing and analysis.
6) Any existing databases should be able to convert directly into the database used by the new system.

System should also address any other current issues listed in the "Background" section of this document.

System Transition:
Proposal and price will include initial training and support. A transition approach/plan should be included to cover timeline, method (parallel, phased, big bang, etc.), possibility of migrating existing data or how legacy data would be accessed, training schedule, etc. Include in the proposal a training/test environment option where possible. The new System must be fully functional, training complete and ready to go live prior to June 28, 2010

System Upgrades:
Typical System upgrades and annual support costs should be included and will be evaluated as part of this proposal.

Accounting and Report Functions:
The System shall have a report builder function that allows reports to be created from any of the typical data fields.

Proposal should include examples of ticket format and reports that the system is capable of producing. Preferably, a CD will be provided containing a demonstration of the scale program, ticket information. reporting building function, invoices, and A/R tracking.

References:
Please include 3 references where the vendor's System is in operation. These references should be as close to Butte County as possible. Also include 2 references for projects that experienced unanticipated problems with the application and were successfully resolved by the vendor. Include a short description of the problem and resolution.

Alternative Approaches:
The County will give due consideration to alternative approaches for conducting the requested NRRWF Solid Waste Management System including necessary hardware and software requirements.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations, in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

Submit one signed, unbound original and two (2) complete copies of the submittal to:

Charlie Thao, Information Systems Analyst
Solid Waste Division, Public Works
County of Butte
7 County Center Drive
Oroville, CA 95965
(530) 538-7681 x2030

This person will serve as the County's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter shall be a maximum one-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Proposal shall be a maximum of five pages (not including resumes, sample reports/charts/documents/etc) in length and shall describe the contractor's capabilities, resources, and experience. The proposal shall also include the timeline for completing all required tasks. The total cost or not-to-exceed cost shall be included in the written proposal. If a not-to-exceed price is proposed, include proposed billing rates for all reimbursable expenses.

3. Draft Scope of Work shall be a maximum of three pages identified as "Attachment II – Scope of Work" for incorporation in the Model Contract as the final contract to be awarded to the successful contractor. This is the document in which the proposing companies are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Work. If the proposing company included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

SELECTION PROCESS

The selection committee may include representatives from the Public Works Department of the County. The criteria for selecting the contractor is Reputation and Experience, Capability and Availability of Staff and System, Understanding the Problem, Proximity & Financial Stability of the Firm and Cost.

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective contractors as a part of the selection process.

COUNTY NOTICES

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.

B. Butte County reserves the right to:

1. Reject any or all submittals;
2. Request clarification of any submitted information;
3. Waive any informalities or irregularities in any qualification statement;
4. Not enter into any contract;
5. Not to select any firm;
6. Cancel this process at any time;
7. Amend this process at any time;
8. Interview firms prior to award;
9. Enter into negotiations with one or more firms;
10. To award more than one contract if it is in the best interest of the County;

11. To issue similar RFPs or RFQs in the future; or
12. To request additional information during the interview.

C. The selected firm is expected to perform and complete the project in its entirety.

D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before 3:00 pm, April 9, 2010. Proposals may be submitted via USPS, delivery service or hand delivered to the above address.

Exhibit A
MODEL CONTRACT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE							
Term of This Contract (Complete Dates in Just One of the Following Three Rows)							
√ Below	**Term Begins**			**Term Completion Date**			
	On Following Date			On Following Date			
	Upon Date Notice to Proceed Received				Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County				Calendar Days Following Execution of Contract by County		
County Department				FOB Point			
Terms		Basis of Price **(Do Not √ More Than One of the Following Four Blocks)**					
Price			Fixed Price		Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price			√ if Reasonable Expenses are authorized in addition to Hourly Rate				
Contractor Contact Information				**County Contact Information**			
Contractor				Project Manager			
Address				Address			
City, State & ZIP				City, State & ZIP			
Telephone				Telephone			
Facsimile				Facsimile			

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the Attachments listed below, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed, in descending order, by those Attachments indicated below:

Attachment III – Terms and Conditions
Attachment I – Insurance Requirements for County Contracts
Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

_____	_____	_____
Typed or Printed Name	Signature	Date

This Contract and its Attachments represent the entire undertaking between the parties.

COUNTY

By_____
Mike Crump
Director, Public Works

REVIEWED FOR FISCAL CONTROL,
SUBJECT TO BUDGETARY APPROPRIATION
Butte County Auditor-Controller

By_____

CONTRACTOR

_____

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By_____

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]

2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance

4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

1.) **General Liability**: At least $1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least $2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

2) **Automobile Liability**: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.

3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least $1,000,000 for bodily injury or disease.

4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to http://www.ambest.com/)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Negotiated Proposal will be attached here.

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work**. The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.

2. **Reimbursement**. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager**. The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor**. Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership**. The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.

6. **Termination**. This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification**. Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements**. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

9. **Changes to the Contract**. Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care**. County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws**. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum**. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.